

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF THE BRONX

Index No: _____

Filed: _____

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"JOHN DOE I" AND "JOHN DOE II,"

Plaintiffs designate BRONX
County as the place of trial.

Plaintiff,

SUMMONS

-against-

The basis for Venue is
Plaintiff "John Doe I's"
residence.

IONA PREPARATORY SCHOOL, IONA COLLEGE,
IONA PREPARATORY SCHOOL BOARD OF TRUSTEES,
WHOSE NAMES ARE CURRENTLY UNKNOWN AND
THUS DESIGNATED AS "JAMES DOE I-XXX,"
THE CHRISTIAN BROTHERS INSTITUTE, THE
CHRISTIAN BROTHERS OF IRELAND, INC.,
THE ROMAN CATHOLIC ARCHDIOCESE OF THE
CITY OF NEW YORK, JAMES K. DEVLIN, MARJORY
PRESTON, AND BRIAN WALSH,

Residence: [REDACTED]
[REDACTED], Bronx, New York
10461

Defendants.

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TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff(s) Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Bronx, New York
August 14, 2019

Yours, etc.,

LAW OFFICES OF EDMOND J. PRYOR



By: William G. Forero
Attorneys for Plaintiff
292 City Island Avenue
Bronx, New York 10464
718-829-0222

DEFENDANTS' ADDRESSES:
Iona Preparatory School
255 Wilmont Road

New Rochelle, NY 10804

Iona College
715 North Avenue
New Rochelle, NY 10801

Iona Preparatory School Board of Trustees
255 Wilmont Road
New Rochelle, NY 10804

The Christian Brothers Institute
10001 S. Pulaski, Room 106
Chicago, IL 60655

The Christian Brothers of Ireland, Inc.
10001 S. Pulaski, Room 106
Chicago, IL 60655

The Roman Catholic Archdiocese of the City of New York
1011 First Avenue, 16th Floor
New York, NY 10022

James K. Devlin
c/o Iona College
715 North Avenue
New Rochelle, NY 10801

Marjory Preston
114 East 98th Street, #2r
New York, NY 10001

Brian Walsh
c/o The Christian Brothers
10001 S. Pulaski, Room 106
Chicago, IL 60655

**YOU SHOULD IMMEDIATELY BRING THESE DOCUMENTS TO YOUR
ATTORNEY OR INSURANCE COMPANY**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF THE BRONX-----X
"JOHN DOE I" AND "JOHN DOE II,"

Plaintiff,

Index No.

-against-

VERIFIED COMPLAINT

IONA PREPARATORY SCHOOL, IONA COLLEGE,
IONA PREPARATORY SCHOOL BOARD OF TRUSTEES,
WHOSE NAMES ARE CURRENTLY UNKNOWN AND
THUS DESIGNATED AS "JAMES DOE I-XXX,"
THE CHRISTIAN BROTHERS INSTITUTE, THE
CHRISTIAN BROTHERS OF IRELAND, INC.,
THE ROMAN CATHOLIC ARCHDIOCESE OF THE
CITY OF NEW YORK, JAMES K. DEVLIN, MARJORY
PRESTON, AND BRIAN WALSH,

Defendants.
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The plaintiffs, "JOHN DOE I" and "JOHN DOE II," herein, by and through their attorneys, THE
LAW OFFICES OF EDMOND J. PRYOR, complains of the above-named defendants as
follows:

1. At all times stated herein, plaintiff "JOHN DOE I," who wishes to remain anonymous, was and still is a resident of Bronx County, New York. He attended IONA GRAMMAR SCHOOL from 1984 through graduation in 1991.
2. At all times stated herein, plaintiff "JOHN DOE II," who wishes to remain anonymous, was a resident of Bronx County, New York while he was attending IONA GRAMMAR SCHOOL. He attended IONA GRAMMAR SCHOOL from 1984 through graduation in 1991.
3. Plaintiff "JOHN DOE II" relocated to Dutchess County, New York at or around graduation from IONA GRAMMAR SCHOOL in 1991.

4. IONA GRAMMAR SCHOOL, was, at all relevant times of the occurrences alleged herein, an elementary school located in New Rochelle, Westchester County, New York, comprised of grades from Kindergarten through 8th Grade.
5. Defendant, IONA PREPARATORY SCHOOL, is a college preparatory school located in New Rochelle, Westchester County, New York.
6. Defendant, IONA COLLEGE is a private college located in New Rochelle, Westchester County, New York.
7. Upon information and belief, IONA PREPARATORY SCHOOL absorbed the formerly separate "IONA GRAMMAR SCHOOL" in or about 2013.
8. Defendants, various members of the IONA GRAMMAR SCHOOL Board of Trustees, whose identities are yet unknown, were from various times – from 1984 through present – members of the IONA GRAMMAR/IONA PREPARATORY SCHOOL Board of Trustees, and, upon information and belief, acted in the course of their employment as an agent, servant, and/or employee of defendant IONA GRAMMAR SCHOOL/IONA PREPARATORY SCHOOL.
9. Defendant, THE CHRISTIAN BROTHERS INSTITUTE, is, and at all material times has been, a religious organization and a founder of defendant IONA PREPARATORY SCHOOL and an organization existing under and by virtue of the tenets of the Roman Catholic Church and more directly by defendant ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK.
10. Defendant, THE CHRISTIAN BROTHERS OF IRELAND, INC., is and, at all material times, has been, a religious corporation and a founder of defendant IONA PREPARATORY SCHOOL.

11. Defendant, JAMES K. DEVLIN ("DEVLIN"), upon information and belief, is an adult residing in New York. Upon information and belief, DEVLIN was and is at all relevant times a Christian Brother and was the headmaster of IONA GRAMMAR from 1979 through 1986. At all such times, DEVLIN acted in the course of his employment as an agent, servant, and/or employee of Defendant IONA GRAMMAR (now IONA PREPARATORY SCHOOL).
12. Defendant, MARJORY PRESTON ("PRESTON"), upon information and belief, was and is at all relevant times an adult residing in the State of New York. PRESTON was employed by IONA GRAMMAR SCHOOL as the school psychologist, before, during and after the time when Plaintiffs attended IONA GRAMMAR SCHOOL.
13. Upon information and belief, Defendant BRIAN WALSH ("WALSH") is and was at all relevant times a Christian Brother and an adult residing in the State of New York. DEVLIN has been an agent, member, servant and/or employee of IONA PREPARATORY SCHOOL, THE IONA PREPARATORY SCHOOL BOARD OF TRUSTEES and THE CHRISTIAN BROTHERS INSTITUTE in leadership roles.
14. In or about 1985, IONA GRAMMAR hired Christian Brother James J. Thompson ("Thompson") as a fourth grade teacher. Thompson worked at IONA GRAMMAR during the 1985-1986 school year.
15. Thompson sexually abused boys attending IONA GRAMMAR on the premises of the school. Thompson created reasons why students needed to be reprimanded so that he could separate them from the class and sexually abuse them.
16. Upon information and belief, IONA GRAMMAR had actual and/or constructive knowledge of Thompson's deviant sexual proclivities and sexual abuse of numerous boys

at or near IONA GRAMMAR, but failed to remediate his criminal behavior and failed to report him to the proper authorities. Upon further information and belief, Thompson abused boys prior to his tenure at IONA GRAMMAR SCHOOL and defendants knew or should have known about it.

17. Upon information and belief, on multiple occasions, individuals came forward to IONA GRAMMAR's administrators, headmaster, and other staff to complain about Thompson's sexual abuse of children.
18. On each such occasion, IONA GRAMMAR engaged in a deliberate and criminal cover-ups and concealment of Thompson's criminal and emotionally devastating conduct.
19. Upon information and belief, Thompson died sometime in or around 2013.
20. Upon information and belief, during the 1985-1986 school year, Thompson committed numerous violations of the New York State Penal Law when he sexually abused children at IONA GRAMMAR.
21. Upon information and belief, there were numerous members of the CHRISTIAN BROTHERS INSTITUTE and THE CHRISTIAN BROTHERS OF IRELAND, INC. who sexually abused children and the Defendants were complicit in allowing this pervasive misconduct to happen.
22. Upon information and belief, members of the aforementioned organizations, that is, Christian Brothers, who were found to have sexually abused children would be relocated to different schools. However, their deviant sexual proclivities and actual sexual abuse of children were not addressed. The Defendants would simply move those Christian Brothers who sexually abused children from one school to the next to avoid detection.

23. The conduct of the CHRISTIAN BROTHERS INSTITUTE and THE CHRISTIAN BROTHERS OF IRELAND, INC. and the Defendants, in general, subjected an untold number of children to pedophile sexual predators.
24. Upon information and belief, Thompson was not the only teacher who sexually abused students at IONA GRAMMAR.
25. Upon information and belief, Christian Brother teachers at IONA GRAMMAR and THE CHRISTIAN BROTHERS would occasionally be put on “leave,” which was universally understood to be because they sexually abused children who were students at their schools.
26. The students at IONA GRAMMAR did not communally discuss the sexual abuses they endured at the hands of their teachers. However, it was universally understood and discussed between the students that there were certain teachers to avoid and with whom they should not be alone.
27. Upon information and belief, DEVLIN, administrators, faculty and staff knew of Thompson’s and others’ sexual abusers at IONA GRAMMAR.
28. No employee of IONA GRAMMAR took the proper steps to protect the students at the school from Thompson and other sexual predators.
29. In 1985, “JOHN DOE I,” (“DOE I”) was attending IONA GRAMMAR as a fourth grader.
30. DOE I’s fourth grade teacher was James Thompson.
31. DOE I was sexually assaulted by Thompson repeatedly throughout the 1985-1986 school year.

32. During the course of the 1985-1986 school year, the defendants had actual and constructive knowledge of Thompson's sexual abuse of students.
33. Defendants failed to take the proper steps to protect DOE I from Thompson's continued sexual abuse.
34. Eventually, Thompson was quietly removed from IONA GRAMMAR and transferred to a different school in a cover up of Thompson's heinous sexual abuse of children.
35. As a direct and proximate result of his childhood abuse by Thompson, and the Defendants' exacerbation of that abuse by their failure to protect DOE I from Thompson's repeated abuse, DOE I has battled throughout his entire life with severe psychological and emotional difficulties, trust issues, relationship troubles, alcohol and drug abuse and dependence, depression and anxiety.
36. As a direct and proximate result of his childhood abuse by Thompson, and the Defendants' exacerbation of that abuse by their failure to protect DOE I from Thompson's repeated abuse, DOE I has suffered substantial injury to his business and property, including but not limited to diminished educational opportunities and educational accomplishments, diminished vocational opportunities and vocational and career accomplishments, diminished wages and salaries, substantial sums expended to attempt to combat and/or overcome alcohol use and dependency, and substantial sums expended for psychological counseling and/or therapy.
37. In 1985, "JOHN DOE II," ("DOE II") was attending IONA GRAMMAR as a fourth grader.
38. DOE II's fourth grade teacher was James Thompson.

39. DOE II was sexually assaulted by Thompson repeatedly throughout the 1985-1986 school year.
40. During the course of the 1985-1986 school year, the defendants had actual and constructive knowledge of Thompson's sexual abuses of students.
41. Defendants failed to take the proper steps to protect DOE II from Thompson's continued sexual abuses.
42. Eventually, Thompson was quietly removed from IONA GRAMMAR and transferred to a different school in a cover up of Thompson's heinous sexual abuse of children.
43. As a direct and proximate result of his childhood abuse by Thompson, and the Defendants' exacerbation of that abuse by their failure to protect DOE II from Thompson's repeated abuse, DOE II has battled throughout his entire life with severe psychological and emotional difficulties, trust issues, relationship troubles, drug and alcohol abuse and dependence, depression and anxiety.
44. As a direct and proximate result of his childhood abuse by Thompson, and the Defendants' exacerbation of that abuse by their failure to protect DOE II from Thompson's repeated abuse, DOE II has suffered substantial injury to his business and property, including but not limited to diminished educational opportunities and educational accomplishments, diminished vocational opportunities and vocational and career accomplishments, diminished wages and salaries, substantial sums expended to attempt to combat and/or overcome drug and alcohol use and dependency, and substantial sums expended for psychological counseling and/or therapy.

AS AND FOR A FIRST CAUSE OF ACTION**Negligent Hiring**

45. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.
46. Upon information and belief, Defendants knew or should have known of Thompson's propensity for pedophilia and sexual abuse long before he ever worked at IONA GRAMMAR and should not have hired him to work at IONA GRAMMAR, subjecting hundreds, if not thousands of children to danger while they were in Thompson's presence.
47. Defendants knew or should have known of Thompson's propensity for pedophilia and sexual abuse when he was transferred to or hired to work at IONA GRAMMAR.
48. Defendants knew or should have known that Thompson had sexually abused children before he began teaching at IONA GRAMMAR.
49. Defendants knew or should have known of Thompson's propensity for pedophilia and sexual abuse during his tenure at IONA GRAMMAR.
50. Defendants knew or should have known that Thompson was sexually abusing children during his tenure at IONA GRAMMAR.
51. At some point during the 1985-1986 school year, Defendants transferred Thompson to a different school without addressing his sexual abuse of children at IONA GRAMMAR and schools at which he previously worked.
52. At all times mentioned herein, Defendants allowed Thompson to carry out his methodical sexual abuse of children, including Plaintiffs, with reckless disregard for the safety of others.

53. By reason of the foregoing, the Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A SECOND CAUSE OF ACTION

Negligent Supervision

54. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.

55. Defendants knew or should have known that Thompson was sexually abusing students at IONA GRAMMAR SCHOOL and failed to take any action that would protect the students at IONA GRAMMAR from Thompson.

56. By reason of the foregoing, Defendants permitted Thompson to sexually abuse the Plaintiffs.

57. At all times mentioned herein, Defendants allowed Thompson to carry out his methodical sexual abuse of children, including Plaintiffs, with reckless disregard for the safety of others.

58. By reason of the foregoing, the Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A THIRD CAUSE OF ACTION

Negligent Retention

59. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.

60. Defendants knew or should have known that Thompson was sexually abusing students at IONA GRAMMAR SCHOOL and nevertheless allowed Thompson to retain his position as a fourth grade teacher at IONA GRAMMAR.

61. By failing to terminate Thompson, Defendants allowed Thompson to continue to sexually abuse students, including Plaintiffs, at IONA GRAMMAR SCHOOL.

62. At all times mentioned herein, Defendants allowed Thompson to carry out his methodical sexual abuse of children, including Plaintiffs, with reckless disregard for the safety of others.
63. By reason of the foregoing, Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A FOURTH CAUSE OF ACTION

Prima Facie Negligence

64. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.
65. Defendants owed a duty to Plaintiffs to keep them safe while they were in school.
66. Defendants breached that duty by allowing Thompson to sexually abuse students, including plaintiffs.
67. As a result of Defendants' conduct, Plaintiffs have suffered mental, physical and monetary damages.
68. By reason of the foregoing, Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A FIFTH CAUSE OF ACTION

Sexual Battery

69. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.
70. Defendants knew or should have known that Thompson was sexually abusing students while he was a fourth grade teacher at IONA GRAMMAR SCHOOL.
71. Defendants did not take any actions to stop Thompson from sexually abusing students, including the Plaintiffs, at IONA GRAMMAR SCHOOL.

72. Defendants are vicariously liable for Thompson's intentional, repeated and methodical sexual abuse of students, including Plaintiffs, during his tenure at IONA GRAMMAR SCHOOL.

73. By reason of the foregoing, Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A SIXTH CAUSE OF ACTION

Aiding and Abetting

74. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.

75. Defendants knew or should have known that Thompson was sexually abusing students, including Plaintiffs, at IONA GRAMMAR SCHOOL.

76. Defendants allowed Thompson to use IONA GRAMMAR SCHOOL to prey upon and sexually abuse students there, including Plaintiffs.

77. Defendants aided and abetted Thompson's pedophilic criminal acts in violation of New York States Penal Code.

78. Defendants knew of Thompson's predatory and pedophilic acts prior to allowing Thompson to work at IONA GRAMMAR.

79. Defendants allowed Thompson to continue his predatory and pedophilic acts after his tenure at IONA GRAMMAR SCHOOL because they did not notify anyone, including the proper authorities, of his acts.

80. Defendants took affirmative steps to cover up Thompson's criminal sexual abuses of children to preserve the reputations of their respective institutions.

81. By reason of the foregoing, Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A SEVENTH CAUSE OF ACTION**Conspiracy**

82. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.
83. Defendants engaged in a scheme to allow members of the CHRISTIAN BROTHERS INSTITUTE and the CHRISTIAN BROTHERS OF IRELAND, INC. to sexually abuse students.
84. Defendants allowed teachers to teach at IONA GRAMMAR who had sexually abused children at other institutions prior to their working at IONA GRAMMAR.
85. Defendants allowed teachers who sexually abused students at IONA GRAMMAR to continue to teach there.
86. Defendants allowed teachers who sexually abused students at IONA GRAMMAR to teach at institutions after they had sexually abused students at IONA GRAMMAR.
87. Defendants collaborated so that the general public, police and district attorney would not know about the sexual abuses occurring within and by members of the CHRISTIAN BROTHERS INSTITUTE, CHRISTIAN BROTHERS OF IRELAND, INC., and IONA GRAMMAR.
88. By reason of the foregoing, the Defendants allowed and/or permitted Thompson and others to sexually abuse children, including Plaintiffs.
89. By reason of the foregoing, Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR AN EIGHTH CAUSE OF ACTION**Intentional and/or Negligent Infliction of Emotional Distress**

90. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.

91. Defendants owed a duty to Plaintiffs to refrain from inflicting mental and emotional harm upon them.
92. Defendants, intentionally, negligently, carelessly and/or recklessly engaged in acts and omissions described hereinabove, and engaged in extreme and outrageous conduct, which caused Plaintiffs to suffer and to continue to suffer severe mental and emotional distress.
93. As a result of the extreme, outrageous, intentional, and/or reckless conduct and carelessness of Defendants, Plaintiffs suffered and continue to suffer mental and emotional distress, nervousness, tenseness, indignity, humiliation, shame and disgrace associated with the sexual abuses they endured as children.
94. By reason of the foregoing, Plaintiffs have been damaged in a sum that exceeds the jurisdictional limits of all lower courts.

AS AND FOR A NINTH CAUSE OF ACTION

Punitive Damages

95. Plaintiffs incorporate all paragraphs of the complaint as if set forth herein.
96. Based on the foregoing, the Defendants are guilty of intentional and/or deliberate wrongdoing, aggravating and/or outrageous circumstances, a fraudulent and/or evil motive, and/or a conscious act that willfully and wantonly disregarded the rights of others, including Plaintiffs.
97. By reason of the foregoing, the Plaintiffs are entitled to an award of punitive damages against the Defendants.

WHEREFORE, Plaintiffs demand judgment against the Defendants:

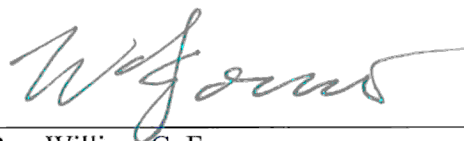
- A. On the first cause of action, in a sum to be determined at trial that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action;
- B. On the second cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action;
- C. On the third cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action;
- D. On the fourth cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.;
- E. On the fifth cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action;
- F. On the sixth cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action;
- G. On the seventh cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action;

H. On the eighth cause of action, in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action; and

I. On the ninth cause of action, in a sum to be determined at a trial of this action, Together with such other and further relief as to this court seems just and proper, including an award of costs, disbursements and attorneys' fees.

Dated: Bronx, New York
August 14, 2019

LAW OFFICES OF EDMOND J. PRYOR



By: William G. Forero
Attorneys for Plaintiffs
292 City Island Avenue
Bronx, New York 10464
718-829-0222

VERIFICATION

WILLIAM G. FORERO, an attorney duly admitted to practice law in the State of New York, and mindful of the penalties for perjury, hereby affirms:

I am the attorney for the Plaintiff in this action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to matters therein alleged to be on information and belief, and as to those matters I believe it to be true.

The reason this Verification is made by me and not by my client is that my client does not reside in the County in which I maintain my office.

The grounds of my belief as to all matters not stated upon my own knowledge are as follows: records maintained by my office and communications with my client.

Dated: August 14, 2019



WILLIAM G. FORERO

VERIFICATION

STATE OF NEW YORK }
 }ss.:
COUNTY OF BRONX }

I, [REDACTED] being duly sworn, depose and say that I am a Plaintiff in this action, I have read the foregoing COMPLAINT, know the contents thereof; and the same is true to my own knowledge, except as to those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

[REDACTED]

Sworn to before me on
August 13, 2019



NOTARY PUBLIC

WILLIAM G. FORERO
Notary Public, State of New York
Reg. No. 02FO6389230
Qualified in Nassau County
Commission Expires March 25, 2023